



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**CONSTRUCTION MANAGEMENT AT RISK SERVICES
AT BENNING STODDERT RECREATION CENTER**

February 12, 2015

Proposal Due Date: **March 5, 2015 by 2:00 p.m. EST**

Preproposal Conference: **February 18, 2015 at 2:30 pm EST**

to be held at:

Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009

Contact: Thomas D. Bridenbaugh
 Leftwich & Ludaway, LLC
 1400 K Street, NW
 Suite 1000
 Washington, D.C. 20005
 Phone: (202) 434-9100

Solicitation Number: **DCAM-15-CS-0096**

Executive Summary

The District of Columbia Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a contractor to provide construction management at-risk services for the modernization of the Benning Stoddert Recreation Center (“Benning Stoddert”), located at 100 Stoddert Place SE, Washington, DC (the “Project”). The current Benning Stoddert building is undersized and unable to meet the Department’s needs. The Department has already Sorg & Associates, P.C. (the “Architect”) to develop a design for the Project. Through this RFP, the Department desires to engage a Construction Manager to work with the Architect as a design developed for the Project and to construct the approved design for the Project not later than May 1, 2016. The Department has established a budget of \$5.53 million (the “Project Budget”) for the Project.

In general, the Project will include renovation of the existing gymnasium building and construction of a new, single story addition to the building. The new facility will include large multi-purpose activity rooms, a demonstration kitchen, computer room, fitness area, lounge area, storage, locker rooms, restrooms, and a high-school competition sized gymnasium. In addition, the Construction Manager will be required to construct a new playground for all ages; furnish and install various site amenities (including benches, trash cans, and signage); construct new walkways and a new parking area; remediate stormwater run-off; and perform miscellaneous landscaping. A copy of the schematic design for the Project is attached hereto as **Attachment A-1** (the “Schematic Design”). Additional information is included as **Attachment A-2**. The Project shall be constructed so as to achieve, at a minimum, LEED – Gold certification. The Department anticipates that the Benning Stoddert building will be closed to the general public once construction activities commence.

A.1. Project Delivery Method

The Department intends to implement the Project through a construction management at risk approach. In general, it is contemplated that the Construction Manager’s scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the selected Construction Manager will be required to work with the Architect to advance the design in a collaborative manner consistent with the Department’s schedule, budget, programmatic and other requirements for the Project. The Construction Manager will be required to actively participate in the design process by providing cost estimating and scheduling, performing constructability reviews as the design progresses, and identifying long-lead purchasing items.

The Department envisions that the Architect will be finalizing the design development documents for the Project at the time the Construction Manager is engaged. It is anticipated that the GMP for the Project will be based on a set of permit documents (the “Permit Set”). The Department expects that the Permit Set will be completed in mid-May 2015 at which point the Construction Manager will be required to obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved Permit Set. The process by which

the GMP will be formed is more fully described in the Form of Contract which will be issued by addendum. The Department expects that early release packages will be developed for work associated with hazardous material abatement, selective demolition, and foundation-to-grade work. The Department may authorize early work based on such package prior to the establishment of a guaranteed maximum price (“GMP”).

It is contemplated that the GMP will be finalized within fourteen (14) days after the trade bidding is complete. Assuming a GMP is agreed upon, the Construction Phase will commence execution of a GMP Amendment memorializing GMP and scope. Concurrent with the GMP Amendment, the Department will assign to the Construction Manager its agreement with the Architect. During the Construction Phase, the Construction Manager will implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish this task.

A.2 Form of Contract

The Form of Contract will be issued by Addendum to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

A.3 Construction Manager Fees

As will be more fully described in the Form of Contract, this will be a cost plus a fixed fee with Guaranteed Maximum Price type contract. Offerors will be required to submit with their proposal the following: (i) a Preconstruction Fee; (ii) a Design Fee; (iii) a General Conditions Budget; and (iv) a Construction Management Fee. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror’s letterhead that provides each of these pricing components.

Preconstruction Fee – The Preconstruction Fee shall be a fixed fee and should cover all the Offerors costs associated with Preconstruction Phase, including, but not limited to design reviews, trade bidding and the development of a GMP for the Project. The costs of early release work should not be included in the Preconstruction Fee.

Design Fee – The Department has contracted with the Architect for the development of a Permit Set. Offerors should quote a Design Fee for all design services necessary for the Project beyond the Permit Set, including but not limited to, the costs of any more detailed construction documents that may be required by the Offeror as well as construction administration services. The Offeror will be reimbursed for design services at cost and without mark-up of any kind

subject to a cap equal to the Design Fee bid by the Offeror. The Design Fee shall be a line item guarantee for design services.

General Conditions Budget – The Cost of General Conditions, as defined in the Form of Contract, will be reimbursable at the Offeror's cost, without mark of any kind, as a Cost of the Work subject to a cap equal to the General Conditions Budget bid by the Offeror. The General Conditions Budget is a line item guarantee for the Cost of General Conditions.

Construction Management Fee – The Construction Management Fee shall be a fixed fee and should cover all of the Offeror's costs that are not reimbursable as a Cost of the Work, including the Offeror's overhead and profit. Insurance and bonds will be reimbursable at cost and without mark-up and should not be included in the Construction Management Fee.

It is the Department's intent to engage the Construction Manager to advance the design and to put into place work in an amount equal to the Project Budget over the twelve month period from July 1, 2015 to May 1, 2016. The Construction Manager shall not be entitled to any additional fees unless the Department makes additions to the scope provided for in the GMP Contract which cause the GMP to increase by more than ten percent (10%). Similarly, the Construction Manager shall not be entitled to an increase to the General Conditions Budget unless the Department makes additions to the scope provided for in the GMP Contract which will require the Construction Manager's services to extend beyond May 30, 2016. Please note, however, that punch list activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Construction Manager to additional fees or general conditions.

A.4 Incentives for On-time; On-Budget Completion & Meeting Workforce Goals

In the event the Project is both (i) substantially complete no later than May 1, 2016; and (ii) delivered for an amount that does not exceed the GMP, the Construction Manager will be entitled to an incentive fee in the amount of Ten Percent (10%) of the Construction Management Fee bid. If both of these goals (i.e. if the Project is late or over budget) are not, for any reason, met, the Construction Management Fee will be reduced by Ten Percent (10%). The Form of Contract will provide more details on these provisions. In addition, this Project will be included in the Workforce Incentive Program, and if the Construction Manager meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Construction Management Fee will be increased by Five Percent (5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Construction Manager's control.

A.5 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least Fifty Percent (50%) of the Contract Work under this procurement. At least Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business

Development, and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected Construction Manager and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire Fifty One Percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to the Construction Manager obtaining trade bids for the work, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the “Workforce Utilization Requirement”). The Workforce Utilization Requirement will be no less than forty percent (40%).

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (15 points)
- Key Personnel (15 points)
- Project Management Plan (20 points)
- Preliminary Project Schedule (10 points)
- Cost (25 points)
- LSDBE Utilization (10 points)
- Workforce Utilization Plan (5 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|-----------------------------------------|--------------------------|
| • Issue RFP | - February 12, 2015 |
| • Pre-proposal Conference | - February 18, 2015 |
| • Last Day for Questions/Clarifications | - February 27, 2015 |
| • Proposals Due | - March 5, 2015 |
| • Notice of Award | - week of March 23, 2015 |

A.8 Project Schedule

- Design Development Documents Issued - late March 2015
- Hazardous Materials Abatement;
Demolition; and Foundation-to-Grade
Packages Issued - mid-April, 2015
- Permit Set Issued - mid-May, 2015
- Solicit Trade Bids - mid-May to early June 2015
- Submit Target GMP to Council - late May 2015
- Submit Bid Tabulations - early June 2015
- GMP Proposal Submitted - mid-June 2015
- Execute GMP Amendment - early July 2015
- Substantial Completion - May 1, 2016

A.9 Attachments

- | | |
|-----------------------|------------------------------------------------------------------------------|
| Attachment A-1 | - Approved Schematic Design |
| Attachment A-2 | - Hazardous Material Survey and Preliminary Phase I
Archaeological Report |
| Attachment B | - Form of Offer Letter |
| Attachment C | - Disclosure Statement |
| Attachment D | - Tax Affidavit |
| Attachment E | - Davis-Bacon Wage Rates |
| Attachment F | - Bid Guarantee Certification |

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Construction Manager will be required to work with the Architect to advance the design and to construct the approved design for the Project. It is anticipated that the gymnasium of the existing building will be renovated while the existing recreation block containing offices, restrooms, and multi-purpose rooms will be razed; that area will be excavated so that the new addition will be built at the same grade as the existing to remain gymnasium. A new, single-story addition will be constructed adjacent to and connected to the existing gymnasium. The Benning Stoddert modernization will include large multi-purpose activity rooms, a demonstration kitchen, a computer room, fitness area, lounge area, storage, locker rooms, restrooms, and a high-school competition sized gymnasium. The renovation shall be constructed in accordance with the approved design so as to achieve, at a minimum, LEED – GOLD certification.

The Construction-Manager will also be required to: construct a new playground for all ages; furnish and install various site amenities (including benches, trash cans, and signage); construct new walkways; construct a new parking area; remediate stormwater run-off; and perform miscellaneous landscaping. The Project shall be completed no later than May 1, 2016. Without limiting the generality of the foregoing, the Construction Manager shall be required to provide all of the management, personnel, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project. In general, the Construction Manager's scope of work will be divided into two phases: (i) the Demolition and Preconstruction Phase; and (ii) the Construction Phase.

The Construction Manager shall have access to the full site upon commencement of demolition and construction activities, and no portion of the site will remain open during these activities.

B.2 Preconstruction Phase

The Demolition and Preconstruction Phase will run from the issuance of the notice to proceed with preconstruction services through the execution of the GMP Amendment for the Project. During this phase, the Construction Manager will be required to work with the Architect to: (i) advance the design for the Project in consultation with the Department and its Program Manager; (ii) obtain bids from trade subcontractors to perform the work described in the Permit Set and provide bid tabulations to the Department; (iii) engage in any value engineering and scoping exercises necessary to maintain the cost of the work within the Project Budget; (iv) engage in preconstruction activities, including scheduling, cost estimating, and identifying and procuring any long-lead items (if authorized); (v) develop a GMP proposal for the Project; (vi) perform any required abatement of hazardous materials in the existing building (if authorized); (vii) perform building demolition/raze and selective site demolition (if authorized); and (viii) agree upon a GMP for the Project.

B.2.1 Design Reviews

Within five (5) days after award, the Construction Manager shall meet with representatives of the Department as well as other stakeholders to better understand and develop the Department's requirements for the Project. During the Preconstruction Phase, the Construction Manager will be required to work with the Architect to progress the design documents for the Project, in a manner consistent with the Departments requirements for the Project, into a Permit Set to serve as the basis for the GMP.

B.2.2 Trade Bidding Process

No later than May 1, 2015, the Construction Manager shall provide to the Department a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. In addition to the information normally required in such bids, the Construction Manager shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents.

B.2.3 Bidding & Bid Tabulation

The Construction Manager shall issue the approved Permit Set to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. The Construction Manager shall provide to the Department a bid tabulation, including the LSDBE and workforce participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any leveling of the trade bids.

B.2.4 Value Engineering & Scope Assessment

Based on the trade bids, the Construction Manager shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The Construction Manager shall meet with the Department's representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project Budget.

B.2.5 GMP Formation

Based on any approved value engineering and scope modifications, the Construction Manager shall prepare and submit to the Department a GMP proposal. The Construction Manager's GMP proposal shall represent Construction Manager's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget, specifically calling out any allowances included in such budget and the statement of the scope of work to be covered by such allowance; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department

and the Construction Manager are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Construction Manager. In such an event, the Construction Manager shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

B.2.6 Abatement & Demolition

The Construction Manager will be required to abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies. The Construction Manager will also be required to undertake the selective and bulk demolition/raze activities necessary to implement the approved design. It is expected that the Contractor will be required to obtain a “clean letter” and file for a raze permit for certain of the demolition. Some of this work may be authorized during the Preconstruction Phase of the Project.

B.2.7 Additional Preconstruction Services

In addition to those items enumerated above, the Construction Manager shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not necessarily limited to, scheduling, estimating, conducting constructability reviews, preparing shop-drawings, and the ordering of long-lead materials (if authorized).

B.2.8 Deliverables The following deliverables are required during the Design/Preconstruction Phase. In the event that the Construction Manager fails to provide any deliverable listed below, the Construction Manager shall forfeit the Preconstruction Fee.

- a. Preliminary Schedule and Cost Estimate
- b. List of Long Lead Items and Recommendations for purchase
- c. Hazardous Material Abatement
- d. List of subcontractors from which the Construction Manager intends to solicit bids and bid procedures
- e. Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling.
- f. Report outlining value engineering strategies
- g. GMP Proposal

B.3 Construction Phase

During the Construction Phase, the Construction Manager shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department. The Construction Manager shall provide all labor, materials, supervision and equipment necessary to fully construct the Project in accordance with the approved drawings and specifications no later than the Substantial Completion Date.

B.3.1 Management Services

In order to properly manage the Project, the Construction Manager shall be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project.
- Provide and maintain a fully equipped office on-site to perform all required Construction Manager duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents required.
- Provide assistance to the Department of Parks and Recreation (“DPR”) and DGS through any applicable warranty periods.

B.3.2 Mobilization

The Construction Manager will be required to undertake the tasks described below.

B.3.2.1 Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Construction Manager’s storage/laydown area will be limited to the limits of disturbance shown on the approved design plans.

B.3.2.2 The Construction Manager shall be responsible for paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation, if necessary. The Department shall be responsible for paying the building permit fees, though the Construction Manager will be responsible for securing the building permit, and the Construction Manager shall be responsible for all trade permit fees.

B.3.2.3 The Construction Manager shall be responsible for all performance and payment bonds and general liability insurance.

B.3.2.4 The Construction Manager shall be responsible for salvaging and storing all items as identified by the Department.

B.3.2.5 Abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies.

B.3.2.6 The Construction Manager shall be responsible for all interior and exterior demolition/raze necessary to complete the Project.

B.3.2.7 The Construction Manager shall be responsible for removing all construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

B.3.3 Trade Work; Subcontracts

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Construction Manager. The Construction Manager will not be permitted to self-perform work unless authorized pursuant to the form of contract.

B.3.4 Site Safety and Clean-up

B.3.4.1 The Construction Manager will be required to provide a safe and efficient site. Controlled access shall be required.

B.3.4.2 The Construction Manager shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

B.3.4.3 The Construction Manager shall be responsible for site security.

B.3.4.4 The Construction Manager shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Construction Manager shall also be responsible for the cost of all temporary construction necessary on the site.

B.3.5 Close-out

B.3.5.1 The Construction Manager shall be required to prepare and submit at close-out a complete set of O & M manuals, warranties, etc. The Construction Manager shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings and record drawings, etc. at close out so as to assist the Department in operating the site.

B.3.5.2 The Construction Manager will be required to provide cleaning services prior to move-in, including, but not limited to, the obligation to deliver a broom clean building at the end of construction.

B.4 Move in Period

The Project will need to be Substantially Complete no later than May 1, 2016. Punch list activities may continue after that date provided that such activities do not extend more than thirty (30) days past the Project's Substantial Completion Date. The Construction Manager will be required to coordinate such work with DPR personnel and will need to accommodate their requirements in getting the facility ready.

B.5 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the interior design and work; and (iv) the project manager who will supervise the MEP and structural work. The Construction Manager will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.6 Licensing, Accreditation and Registration

The Construction Manager and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.7 Conformance with Laws

It shall be the responsibility of the Construction Manager to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.8 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Construction Manager and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.9 Apprenticeship Act

The Apprenticeship Act shall apply to this contract and the Construction Manager and all of its trade subcontractors shall be required to comply with that act.

B.10 Time of the Essence

Time is of the essence with respect to the contract. The Project must be Substantially Complete by May 1, 2016. As such, the Construction Manager must dedicate such personnel and other

resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the Contract Work under this procurement. Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least Fifty One Percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire

at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that Thirty Five Percent (35%) of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process.

D.4.1 Experience & References (15 points)

The Department desires to engage an Offeror with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience:

- (i) in the construction of projects in the District;
- (ii) in constructing and/or renovating recreation centers and similar facilities;
- (iii) in constructing projects in an urban setting;
- (iv) in pricing projects on incomplete design documents;
- (v) in delivering projects with aggressive schedules;
- (vi) with construction management at risk delivery methods;
- (vii) in completing projects on-time; and
- (viii) in completing projects on-budget.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to fifteen (15) points.

D.4.2 Key Personnel (15 points)

The Department desires that the Offeror assign the appropriate number of personnel having the necessary seniority to implement a project of this type. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the interior design and work; and (iv) the Project Manager who will supervise the MEP

work. Each Offeror will be evaluated based on the level of experience and time commitment of each of these four individuals. Offerors will also be evaluated based on whether Offeror has overall devoted sufficient staff, staff of the appropriate level of expertise to properly staff the Project, and the cohesiveness and efficiency of the team as a whole.

This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Management Plan (20 points)

Offerors are required to submit with their proposal a Management Plan.

The Management Plan should clearly explain how the Offeror intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome. The Management Plan will be evaluated based on the following:

- (i) Demonstration of an understanding of the key elements of the Project.
- (ii) Identify the key personnel and explanation of the specific roles for each such individual in managing the Project.
- (iii) Explanation of how the Offeror intends to implement the Project?
- (iv) Explanation of how the Offeror proposes to manage the regulatory approvals process?
- (v) Explanation of how the Offeror will be involved in the design process in order to ensure that the design is developed consistent with the Department's budget and that value engineering following trade-bidding be limited?
- (vi) Explanation of how the Construction Manager and the Architect will work together during the construction phase of the project?
- (vii) Workability of the plan for managing quality issues during construction?
- (viii) Identification of the site/project-specific challenges and explanation of how they will be overcome or mitigated

This element of the evaluation is worth up to twenty (20) points.

D.4.4 Preliminary Schedule (10 points)

Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be implemented, both Preconstruction and Construction Phases. The schedule should show a sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The schedule will be evaluated based on the following:

- i. Whether the schedule and the activities reflected therein demonstrate an understanding of the key elements of the project?
- ii. Whether the sequencing and duration of the activities in the schedule are appropriate
- iii. Whether the schedule reflects appropriate logic ties for related activities

This element of the evaluation is worth up to ten (10) points.

D.4.5 LSDBE Utilization (10 points)

The Department desires the selected Construction Manager provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises. Offerors will be evaluated based on the following:

- (i) Whether the LSDBE Utilization plan demonstrates an understanding of the LSDBE utilization requirements for the Project.
- (ii) The Offeror's plan for identify and engage LSDBE subcontractors for participation in the trade bidding process and the workability of the plan in increasing the level of participation of Local, Small and Disadvantaged Business Enterprises in the Project.
- (iii) The Offeror's past performance in meeting LSDBE or similar goals.

This element of the evaluation will be worth up to ten (10) points.

D.4.6 Workforce Utilization Plan (5 points)

The Department desires the selected Construction Manager provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which explains how the Offeror will identify qualified Districts residents to perform work on the project and increase participation by District residents. The Workforce Utilization Plan will be evaluated based on the following:

- (i) Demonstrated understanding of the statutory requirements for District resident involvement in the Project.
- (ii) The Offeror's plan for identifying and encouraging the involvement of District residents in the Project
- (iii) The level of District resident participation that will be achieved through the Offeror's project staff.
- (iii) The Offeror's past performance in meeting similar workforce utilization goals.

This element of the evaluation will be worth up to five (5) points.

D.4.7 Cost (25 points)

Offerors will be required to bid a Preconstruction Fee, a Construction Management Fee, a General Conditions Budget, and a Design Fee. This element of the evaluation will be worth up to twenty-five (25) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and eight (8) copies of the technical portion of the proposals (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Construction Management at Risk Services for Benning Stoddert Recreation Center."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on March 5, 2015. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two volumes as follows:

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Construction Manager and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Construction Manager.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - 1. The individual's name
 - 2. The individual's role
 - 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Construction Management Fee

4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 5. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
 6. The individual's current workload over the next two years
- iv. A chart showing the experience that the key team members have working together.

E.4.1.3 Relevant Experience and Capabilities

A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:

- (i) The name and location of the project.
- (ii) The square footage of the project
- (iii) A short narrative of the scope of the contractor's work on the project.
- (iv) The delivery method implemented on the project.
- (v) The start and end dates for construction.
- (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
- (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- (viii) The level of completion of design documents that the initial contract value was based on.
- (ix) The actual substantial completion date and the final contract value.

E.4.1.4 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in **Section D.4.3** of this RFP.

E.4.1.5 Preliminary Project Schedule

Each Offeror should submit a Project Schedule that addresses the issues set forth in **Section D.4.4** of this RFP.

E.4.1.6 Local Business Utilization Plan

Each Offeror should submit a Local Business Utilization Plan that addresses the issues set forth in **Section D.4.5** of this RFP.

E.4.1.7 Workforce Utilization Plan

Each Offeror should submit a Workforce Utilization Plan that addresses the issues set forth in **Section D.4.6** of this RFP.

E.4.2 Cost Proposal

The Cost proposal shall be organized as follows:

E.4.2.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.2.3 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.2.4 Bid Bond

Each Offeror shall submit with their proposal a bid bond in the amount specified and further explain in Section J.1 below.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on February 18, 2015 at 2:30 pm EST. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on February 27, 2015. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be

filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Construction Manager will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.1.6 Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of \$50,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

J.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section J.2, the Construction Manager will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

Attachment A

Attachment A-1 Schematic Design

The Schematic Design is available for download at
<https://leftwichlaw.box.com/shared/static/wb08k2zn7sdr3sjezpxjxhzok3998i3q.pdf>.

Attachment A-2

The Hazardous Material Survey and Preliminary Phase I Archaeological Report are available for download at <https://leftwichlaw.box.com/s/u6gfc286rk2ybgcyx7fwsjzbxfnixay>.

Attachment B

Form of Offer Letter

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Att'n: Mr. Jonathan Kayne
Interim Director

Reference: Request for Proposals
Construction Management At-Risk Services –
Benning Stoddert Recreation Center

Dear Mr. Kayne:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide construction management at-risk services for the Benning Stoddert Recreation Center. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Preconstruction Fee, the Construction Management Fee and the Design Fee (as defined in paragraph A) as well as the General Conditions Budget (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Preconstruction Fee, the Construction Management Fee, the Design Fee and the General Conditions Budget are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

A. The Preconstruction Fee is: \$ _____

The Construction Management Fee is: \$ _____

The Design Fee is: \$ _____

The Offeror acknowledges and understands that the Preconstruction Fee and the Construction Management Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror also acknowledges that ten (10%) of the Construction Management Fee is at-risk and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract. The Offeror further acknowledges and understands

that the Design Fee is a line item guarantee and that the costs of design services will be reimbursed at cost subject to a cap equal to the Design Fee bid by the Offeror.

- B. The estimated cost of the Construction Manager's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for CM including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction Services phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
Job radios	\$ _____
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
Other (please itemize)	\$ _____
 Total General Conditions Budget	 \$ _____

The Offeror further acknowledges and understands that the General Conditions Budget is a line item guarantee and that the Cost of General Conditions, as defined in the Form of Contract, and that such costs will be reimbursed at cost subject to a cap equal to the General Conditions Budget bid by the Offeror.

- C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Bidder fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Mr. Jonathan Kayne

[DATE]

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Sincerely,

By: _____

Name: _____

Title: _____

Attachment C

Disclosure Statement

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Jonathan Kayne	Interim Director
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
June Locker	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. Leftwich & Ludaway, LLC

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

C. Kramer Consulting Services, P.C.
Heery International, Inc.

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

Attachment D

Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number**

**Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Attachment E

Davis-Bacon Wage Rates

General Decision Number: DC150002 01/09/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2013

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	5.90

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/04/2014

	Rates	Fringes
BRICKLAYER.....	\$ 29.17	8.61

CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.81	8.13
PILEDRIVERMAN.....	\$ 26.62	8.15

CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

ELEC0026-016 11/03/2014

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 42.40	14.97

ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside

Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

* ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.25	17.285

IRON0201-006 05/01/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.00	18.08

LABO0657-015 06/15/2014

	Rates	Fringes
LABORER: Skilled.....	\$ 22.28	7.09

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 05/01/2014

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 34.18	15.63
INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)		

MARB0003-006 05/01/2014		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.28	10.00

MARB0003-007 05/01/2014		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.48	9.08

MARB0003-008 05/01/2014		
	Rates	Fringes
TILE SETTER.....	\$ 26.28	10.00

MARB0003-009 05/01/2014		
	Rates	Fringes
TILE FINISHER.....	\$ 21.48	9.08

PAIN0051-014 06/01/2014		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

PAIN0051-015 06/01/2014		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05

PLAS0891-005 07/01/2013		
	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2014		

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
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PLAS0891-007 08/01/2014

	Rates	Fringes
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FIREPROOFER

Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

* PLUM0005-010 08/01/2014

	Rates	Fringes
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PLUMBER.....	\$ 38.92	16.35+a
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a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

* PLUM0602-008 08/01/2014

	Rates	Fringes
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PIPEFITTER, Includes HVAC

Pipe Installation.....	\$ 38.24	19.42+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2014

	Rates	Fringes
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ROOFER.....	\$ 28.20	10.59
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* SFDC0669-002 04/01/2014

	Rates	Fringes
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SPRINKLER FITTER (Fire

Sprinklers).....	\$ 31.76	17.97
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SHEE0100-015 07/01/2014

Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.73	16.08+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

Rates	Fringes
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LABORER: Common or General.....	\$ 13.04	2.80
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LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85
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LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment F

Bid Guarantee Certification

Attachment F

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ____ day of _____, 20____, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____